

**AGREEMENT  
BETWEEN  
BOARD OF PUBLIC WORKS AND SAFETY  
WEST LAFAYETTE, INDIANA  
AND  
WESSLER ENGINEERING  
FOR**

**COMBINED SEWER OVERFLOW LONG-TERM CONTROL PLAN AMENDMENT**

THIS AGREEMENT, entered into by and between the Board of Public Works and Safety, City of West Lafayette, Indiana (hereinafter named Owner) and M. D. Wessler & Associates, Inc. (d/b/a Wessler Engineering) (hereinafter named Engineer):

**WITNESSETH THAT:**

WHEREAS, the Owner has need for Engineering Services to address issues with the City's combined sewer overflows; and

WHEREAS, the Engineer proposes to provide Professional Services to the Owner to address issues with the combined sewer overflows, herein described as the PROJECT; and

WHEREAS, the PROJECT shall consist of amending the City's current Combined Sewer Overflow (CSO) Long-Term Control Plan (LTCP); and

WHEREAS, the Engineer has expressed a willingness to provide the Professional Services and agrees to furnish these services as described in this Agreement for the above-described PROJECT.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto mutually covenant and agree as follows:

**ARTICLE I  
SCOPE OF PROFESSIONAL SERVICES – BASIC SERVICES**

- A. Coordinate a site visit/kick-off meeting with the Owner to confirm the Project approach, schedules, objectives, lines of communication, and coordination of the Project. Review applicable provisions of the Project and other available data.
- B. Attend up to five (5) review meetings with the Owner during development of the amendment to discuss findings, modeling results, Project approach, and prospective alternative projects.

- C. Assist Owner in preparing letters and correspondence to the Indiana Department of Environmental Management (IDEM) related to the LTCP amendment.
- D. Coordinate with a selected flow monitoring subconsultant to provide flow monitoring of the combined sewer system at up to ten (10) locations as determined by Engineer, for a period up to three (3) months. Review and evaluate data and information obtained from flow monitoring.
- E. Owner to provide information, data, and mapping of the combined sewer system and flow monitoring information and data from locations currently being monitored by the Owner for use by the Engineer, the accuracy of which shall be relied upon by Engineer as being true and accurate.
- F. Utilizing the XP SWMM model from the original LTCP provided by Owner and data obtained from flow monitoring, update and recalibrate the XP SWMM model based on projects and system improvements made since the model was last updated (information on projects and improvements shall be provided by Owner), and model the 1-year/1-hour (1/1) and 10-year/1-hour (10/1) design storm events. Modeling will include baseline conditions (existing) and development of various alternatives to meet the design storm guidelines established by the IDEM CSO policy.
- G. Suggest modifications to the existing Wet Weather Treatment Facility necessary to comply with IDEM CSO Treatment Non-Rule Policy.
- H. Prepare preliminary cost estimates for improvements determined to meet the design storm event requirements.
- I. Prepare an amendment to the LTCP and submit to Owner for review. Amendment shall include the following:
  - 1. Incorporating the design storm modeling results and cost estimates;
  - 2. Revising post construction monitoring program;
  - 3. Updating figures and exhibits;
  - 4. Revising financial data and LTCP implementation schedule (financial data to be provided by Owner's financial consultant)
  - 5. Document revised sensitive area considerations
- J. Attend up to three (3) meetings of the Citizen's Advisory Committee (CAC) to discuss the LTCP amendment. The Owner is responsible for organizing the members of the CAC. Attend two (2) public hearings to inform the public of the LTCP amendment requirements.
- K. Review the findings, results, and conclusions of the draft LTCP amendment with the Owner. Make final changes following the review as directed by the Owner and submit up to eight (8) copies to the Owner. Submit the final copy to IDEM. Respond to IDEM review comments and revise as necessary to obtain IDEM approval..

- L. The proposed services do not include revisions or updates to the City's CSO Operational Plan or the preparation of a Use Attainability Analysis (UAA).

## **ARTICLE II ADDITIONAL ENGINEERING SERVICES**

- A. Services resulting from significant changes in the scope, extent, or character of the Project or its requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, and revising previously accepted Plans, Reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the preparation of such documents or due to any other causes beyond Engineer's control.
- B. Owner requested revisions to the Engineer's work following previous approval of that work by the Owner.
- C. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner when existing drawings are incomplete or not available.
- D. Services required as a result of Owner's providing incomplete or incorrect Project information and such was not known to or reasonably discoverable by Engineer.
- E. Providing assistance with Environmental Assessments and/or in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.
- F. Appearances before courts, boards, or commissions on matters of public hearings not identified under Basic Services, public protests, or litigation related to the Project.
- G. Conducting or attending meetings called by the Owner with property owners, business leaders and residents to discuss easements and rights-of-way and land to be acquired, or other elements or matters of the Project.
- H. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
- I. Providing renderings or models for Owner's use.
- J. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner

in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.

- K. Preparation of drawings, exhibits and applications for obtaining permits from Indiana Department of Environmental Management, Indiana Dept. of Natural Resources, County Soil and Water Conservation District, County Drainage and Highway, Army Corps of Engineers, Indiana Fire & Building Services, and others as applicable for this Project.
- L. Coordinating geotechnical engineering, including soil borings and rock soundings, and providing results in a soils investigation report.
- M. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
- N. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.

### **ARTICLE III STANDARD TERMS AND CONDITIONS**

The Standard Terms and Conditions of this Agreement are included as Attachment No. 1

### **ARTICLE IV COMPENSATION**

In accordance with the terms and conditions of the Agreement, the ENGINEER shall provide the professional services for which the OWNER shall compensate the ENGINEER as follows:

- A. Basic Services: Compensation for Basic Services to be provided as described in Article I shall be on the basis of the of the actual man-hours and expenses incurred in performing the Services, at the ENGINEER'S hourly rate and reimbursable expense schedule in effect at the time the Services are performed (the 2010 Hourly Rate and Reimbursable Schedule is included as Attachment No. 2), plus reimbursement for actual out-of-pocket costs incurred in conjunction with providing the Professional Services described herein, with an estimated fee of \$175,000.00. Included in this fee is an estimated amount of \$75,000.00 for flow monitoring of the combined sewer system.

- B. Additional Engineering Services: Compensation for Additional Engineering Services as described in Article II shall be on the basis of the Engineer's current Hourly Rate and Reimbursable Expense Schedule, plus reimbursement for actual out-of-pocket costs incurred in conjunction with providing the Additional Engineering Services described herein.

## **ARTICLE V SCHEDULE**

The Schedule for completing the Work shall be as follows:

<u>Benchmark</u>	<u>Date</u>
Flow monitoring (3 months)	Begin by November 1, 2010
Sewer modeling/calibration (2 months)	February 28, 2011
Evaluate alternative projects and costs (2 months)	April 30, 2011
Public participation/input, revisions to alternatives (2 months)	June 30, 2011
Finalize/submit report to IDEM (1 month)	August 15, 2011

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute one and the same agreement. A telecopied or facsimile signature shall be equivalent to and as binding as an original signature.

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement, this \_\_\_\_\_ day of \_\_\_\_\_ 2010.

**ENGINEER**

**OWNER**

**M.D. WESSLER & ASSOCIATES, INC.  
d/b/a WESSLER ENGINEERING**

**BOARD OF PUBLIC WORKS & SAFETY  
CITY OF WEST LAFAYETTE, INDIANA**

\_\_\_\_\_  
Martin A. Wessler, P.E.  
CEO

\_\_\_\_\_  
John R. Dennis, Mayor

Attest: \_\_\_\_\_  
Gary L. Ruston, P.E.  
Senior Project Manager

\_\_\_\_\_  
Sana G. Booker, Member

Date: \_\_\_\_\_, 2010

\_\_\_\_\_  
Bradley W. Marley, Member

\_\_\_\_\_  
Jonathan C. Speaker, Member

\_\_\_\_\_  
Elizabeth M. Stull, Member

Attest: \_\_\_\_\_  
Judith C. Rhodes IAMC/CMC/CPFA  
Clerk-Treasurer

**ADDRESS FOR GIVING NOTICE:**

Wessler Engineering  
6219 S. East Street  
Indianapolis, IN 46227

**ADDRESS FOR GIVING NOTICE:**

City of West Lafayette  
609 West Navajo Street  
West Lafayette, Indiana 47906

GLR/Y:/Proposals Qualification & Agreements/Agreements/2010/P2091 W Laf LTCP Amendment

Attachments: No. 1 – Standard Terms and Conditions  
No. 2 – 2010 Hourly Rate and Reimbursement Expense Schedule